

Exhibit 1

Attorney Fee Agreement

DEPERNO
LAW OFFICE, PLLC

MATTHEW S. DEPERNO, J.D., LL.M.
ATTORNEY AT LAW
WWW.DEPERNOLAW.COM

951 W. MILHAM AVENUE
PO BOX 1595
PORTAGE, MI 49081

269-321-5064
FAX 269-353-2726
MATTHEW@DEPERNOLAW.COM

ENGAGEMENT AGREEMENT

June 29, 2019

Ms. Christine Skandis
539 West South Street
Kalamazoo, MI 49007

Dear Ms. Skandis:

This letter is to confirm our engagement by you in connection with the matter described herein. This letter is also intended to set forth our understanding of the legal services to be performed on your behalf, and the basis upon which we will be paid for those services.

Specifically, you have requested that DePerno law Office, PLLC ("DePerno Law") represent you with respect to general business concerns and an appeal filed with the Michigan Court of Appeals (Case No. 349218) against Eldean Company. There may also be other potential legal matters that may be agreed from time to time. This representation will include all effort necessary to prosecute or defend your case, including, but not limited to preparing and filing pleadings and documents with the court or any agency or tribunal (including any defenses, claims, and counterclaims), telephone conversations, preparing and responding to emails, court appearances and meetings, attending court hearings, meetings, office conferences, legal research, preparation and review of correspondence and pleadings, and similar services that the Law Firm deems are necessary, in its sole discretion. The scope of our legal services may be changed from time to time by mutual agreement between us. This Agreement is to confirm our understanding of the terms of our engagement and the nature and limitations of the services to be provided, and the basis upon which this firm will be paid for those services.

We may use the services of attorneys in the firm and non-attorney legal assistants as we deem necessary or appropriate to the tasks to be performed on your behalf, to achieve billing rate and other efficiencies beneficial to you. Our billing procedures and other important elements of our relationship are discussed in the *Service and Billing Memorandum* (the "Memorandum") that accompanies this engagement letter and is incorporated by reference as a part of our overall "Engagement Agreement".

Hourly Rate. The hourly rate for representing you in this matter will be \$350.00 per hour. This rate is subject to change after January 1, in each year.

We will require a retainer of \$5,000.00 which will be placed in a trust account and credited against your bill as described in the Memorandum. Work will commence as you direct, but not until the retainer is fully funded.

We believe that it is highly desirable at the outset of our representation to confirm by letter the terms of our engagement. We request that you examine this letter and the corresponding Memorandum carefully, and let us know promptly if you have any questions or concerns. If this letter and the corresponding Memorandum are acceptable as a basis for our representation, we ask that you do the following:

1. Sign a copy of this letter at the bottom and initial each page of the Memorandum at the bottom and return them to my attention. This letter and the Memorandum shall comprise the "Engagement Agreement".
2. Return a check in the amount of \$5,000.00, so that we may commence our representation.

Once again, we appreciate the opportunity to be of service to you and look forward to working with you. If you have any questions, please call me.

Very truly yours,

DePERNO LAW OFFICE, PLLC

Matthew S. DePerno

ACCEPTED AND AGREED:

Dated: _____

6/29/2019

Christine Skandis



SERVICE AND BILLING MEMORANDUM

1. SCOPE OF WORK

DePerno Law is pleased to have you as a client of our firm. We will strive to act on your behalf to the best of our ability. Any statements on our part concerning the outcome of your legal matters are expressions of our professional judgment, but are not guarantees. Our opinions are necessarily limited by our knowledge of the facts and information you provide and are based on the state of the law at the time they are given. For this reason, it is important that you are honest about the facts of your case and provide all information to DePerno Law.

It is our policy that the person or entity we represent is the person or entity identified in our Engagement Agreement sent with this *Service and Billing Memorandum* and does not include any affiliates of that person or entity (i.e., if you are a corporation or partnership, any parents, subsidiaries, employees, officers, directors, shareholders, or partners of the corporation or partnership, or commonly owned corporations or partnerships; or, if you are a trade association, any members of the trade association).

This *Service and Billing Memorandum* is incorporated into and is a part of the overall Engagement Agreement.

In proceeding with this relationship, you agree that our relationship is with you and not your affiliates, and that, as a result, it will not be necessary for us to obtain the consent of you or your affiliates in order for us to represent another client in a matter adverse to your affiliates. Furthermore, to the extent that our representation of others adverse to any of your affiliates may be deemed to require your consent, you give that consent.

It is also our policy that the attorney-client relationship will end at our completion of the services you have retained us to perform. If you later retain us to perform additional services, our attorney-client relationship will be reactivated.

2. FEES

2.1 How Fees Will Be Set

Attorneys may be compensated under a variety of fee arrangements, including purely hourly, per diem

arrangements, contingency agreements, or blended agreements. In determining the amount to be charged for the legal services we provide, we generally consider the following, unless described otherwise in the engagement letter sent with this Memorandum:

- The time and effort required, the novelty and complexity of the issues presented, and the skill required to perform the legal services promptly;
- The likelihood, if apparent to you, that the acceptance of the particular employment will preclude other employment by DePerno Law;
- The fees customarily charged in the community for similar services and the value of the services to you;
- The amount of money or value or property involved and the results obtained;
- The time constraints imposed by you as our client and other circumstances, such as an emergency, the need for injunctive relief from court, or substantial disruption of other office business;
- The nature and length of our professional relationship with you;
- The experience, reputation, and ability of the lawyers performing the services;
- The extent to which office procedures and systems have produced a high-quality product efficiently.

DePerno Law normally sends bills or statements to clients once every four to six weeks, but sometimes later or earlier if determined necessary. DePerno Law is not required to send a statement or bill if it decides not to or deems it not necessary; for instance, in the event you have not paid prior bills. The determination of whether to send a monthly bill shall be solely in the discretion of DePerno Law, which shall not be challenged by you and which, by the explicit terms of this Engagement Agreement, shall never be considered a breach of this Engagement Agreement.

DePerno Law begins by reviewing the time devoted to the matter during the month. Time is recorded daily in one-tenth (1/10) hour minimum time blocks. The time is multiplied by the hourly rate set forth above for each

person performing the services. After reviewing the time devoted to the matter, the other factors listed above are considered. Accordingly, your bill will not be based solely upon the time devoted to the matter. It will, however, be for an amount not less than the hourly rate. Again, DePerno Law may not provide a monthly billing if it does not feel that it is justified or necessary. The decision by DePerno Law to not send a statement or bill (as described above) shall not constitute a waiver of any fees generated since the last statement or bill. In the event you have a question about the balance of your account or the present amount due to DePerno Law, it shall be your responsibility to contact DePerno Law.

The target hourly rates of our lawyers and legal assistants have an important bearing on the fees we charge. The firm establishes a range of hourly and alternative billing rates for each attorney and legal assistant. These rates may be adjusted from time to time to reflect current levels of legal experience, changes in our costs, and other factors.

2.2 No Estimates Provided

You understand and agree that DePerno Law has not, and is unable to, provide an estimate of the final bill or any guarantee of specific results. There are too many factors that may serve to complicate a legal matter. You understand and agree that if you have a question, at any time, as to where you stand in regard to any bill, it is your responsibility to contact DePerno Law, which will attempt to provide an accurate estimate of the bills current status.

2.3 Special Fixed Fee Arrangements

For certain well-defined services we may quote a fixed fee. It is our policy not to accept representation on a fixed fee basis except in such defined service areas or pursuant to a special arrangement tailored to the needs of a particular client. In those situations, the fixed fee arrangement will be expressed in a letter, setting forth both the amount of the fee and the scope of the services to be provided.

2.4 Other Charges and Expenses

In addition to the legal fees, all expenses incurred by the DePerno Law will be charged to you. Specifically, you will be charged for long distance telephone calls, facsimile services, photocopying (22¢ per copy), mileage for travel out of town (50¢ per mile), postage (other than for routine letters), couriers (FedEx, etc.), and any other expenses reasonably necessary to accomplish the task for which the DePerno Law has been engaged. There may be other expenses incurred which are not among those enumerated above, which are the common expenses. In some cases, you may be asked to pay expenses in advance. Any out of pocket costs will be deducted from

the retainer on hand, payments made, or the amount recovered through settlement, litigation or otherwise.

The fee discussed above will be calculated after the out of pocket costs are deducted from the total recovery. Sometimes it is advantageous to your matter for you to retain an expert witness. An expert witness will be retained only after discussing with you why it would be helpful to your matter and what the cost will be. We will forward some invoices (such as for expert witnesses and depositions) directly to you for payment. Failure to pay these invoices may result in the refusal of the vendor (expert, court reporter, etc.) to perform any work on your matter and may severely prejudice the success of your matter. You specifically acknowledge and agree that you will be charged for all telephone conversations between you and DePerno Law, review and response to all emails and faxes, and for the review of all documents you provide to DePerno Law.

2.5 Dispute of Fees or Invoice

You shall provide written notice to DePerno Law of any dispute of future fees, charges, or invoices within thirty (30) days after receipt or you shall be deemed to waive any objection to the nature, amount, or reasonableness of the fees and charges.

2.6 Court Awarded Fees

If the court should order payment of attorneys' fees by a third party, the court awarded fees will first be applied to any outstanding bill for fees you have with DePerno Law.

2.7 Limited Power of Attorney

You hereby grant DePerno Law (and any of its agents and representatives) a limited power of attorney to sign and deposit in DePerno Law's account(s) any settlement checks written to you (whether or not a two party check). DePerno Law will use such check to pay the fees and expenses related to this matter. Any remainder shall be remitted to you.

2.8 Appeals and Other Proceedings

This representation is limited to the description in engagement letter sent to you does not include representing you in any appeal or other proceedings. A separate retainer agreement must be entered into if you wish for the firm to represent you in an appeal or other related proceedings. DePerno Law reserves the right to decline future requests for representation without explanation.

3. PAYMENT OF FEES

3.1 Retainers / Advance Payments

Because of the difficult nature of the work DePerno Law will be providing, providing, you shall provide an initial

non-refundable advance payment (a retainer) as described in the engagement letter sent to you to cover the work to be performed, which will be applied to future billings. When this amount has been applied to the fees, you may be asked to submit an additional retainer on the account. All requests for additional retainers are due upon request. Failure to pay a retainer request may cause DePerno Law to immediately stop providing services without further notice. You acknowledge and understand (a) the complex nature of the services requested and its likelihood of preempting DePerno Law from other work and (b) that the non-refundable retainer purchases DePerno Law's services, including future representation, rather than a fixed amount of lawyer hours.

3.2 Payment of Future Fees

All billings will be payable upon receipt. Any agreement for other payment terms must be in writing. If billings are not paid promptly, DePerno Law shall have the option and the discretion to not perform further services or seek to withdraw from the case. In addition, if it appears to DePerno Law at any time that there are insufficient funds from which to pay the fees and costs, or it appears that for any other reason the fees and costs will not be paid, DePerno Law reserves the right to discontinue representation under this Engagement Agreement.

3.3 Interest and Late Fees

Any statement or bill or portion thereof which remains unpaid for thirty (30) days shall bear interest at the rate of FIVE (5%) PERCENT per annum. You further agree to pay a monthly late fee of \$25.00 on any bill or portion thereof which remains unpaid for thirty (30) days. You understand the late fee is imposed to offset actual costs of DePerno Law incurred in time and money (including lost work) spent sending additional reminder notices or in other collection efforts when bills are not paid timely. The late fees and interest shall be imposed in addition to any collection costs set forth below. Any provision conflicting with any statute or rule of law of the State of Michigan, including any statute or rule of law relating to the maximum rate of interest or amount of late fees which can be charged to you, or otherwise unenforceable for any reason, shall be deemed severable from the balance of this Engagement Agreement and shall be enforced to the maximum extent permitted by law and shall not invalidate any other provision contained in this Engagement Agreement.

3.4 Collection Costs

If it is necessary for DePerno Law to incur costs for collection of fees and expenses advanced by DePerno Law or otherwise (whether by lawsuit or otherwise) you agree to pay, in addition to any judgment, all costs and expenses necessitated thereby, including actual attorney

fees and time required and spent by DePerno Law to collect the fees. By signing this Engagement Agreement, you specifically and knowingly waive any objection or defense to the amount of attorney fees and the interest rate and late fees, such as usury or otherwise.

3.5 Charging and/or Retaining Lien; Security Interest

By acceptance of this Engagement Agreement, you acknowledge that (a) DePerno Law shall have a general, retaining, or possessory lien on all documents, money, or other property of you until all fees are paid; (b) DePerno Law shall be entitled to file a special, particular, or charging lien upon any real and personal property owned by you in order to recover any fees and costs which remain unpaid for sixty (60) days after the original billing date; and (c) DePerno Law shall be entitled to file an actual or constructive mortgage on real estate you own with the appropriate county register of deeds office and UCC financing statement with the appropriate agency. The Client does not object to DePerno Law filing an actual or constructive mortgage or financing statement. If any statement or bill remains unpaid for a period of thirty (30) days, you shall sign, as a condition of this Engagement Agreement and to ensure payment, such documents as requested by DePerno Law to provide security; which may include a promissory note, mortgage, and/or security agreement. Your spouse or other interested party may also be required to sign these documents. Your failure or refusal to sign such requested documents (or your failure to obtain signature of other requested parties) shall be a breach of this Engagement Agreement and may result in DePerno Law withdrawing from your case.

3.6 Events of Default

Occurrence of any one of the following events shall constitute an "event of default" under this Engagement Agreement: (a) breach, failure of payment, or default by the Client of or under and of the terms, conditions, or covenants of this Engagement Agreement, or any other document or agreement signed by the Client with or in favor of DePerno Law; (b) the Client makes an assignment for the benefit of creditors, or a receiver, liquidator, or trustee is appointed for the Client or any of its property; (c) any proceeding under any insolvency or bankruptcy law is instituted by or against the Client or any action is taken to realize upon or any proceeding is instituted to foreclose any mortgage, security interest, or lien of any kind against any of the Client's property; (d) any representation, warranty, financial statement, report, or other information made or furnished by or on behalf of the Client to DePerno Law at any time proves to be, or has been, false or misleading when made or furnished; and/or (e) any substantial damage or destruction to any of Client's property or the issuance of any attachment,

levy, garnishment or other judicial process or proceeding upon or in respect of this Engagement Agreement or any of Client's property. In the event the Client, collectively or individually, files bankruptcy, the Client agrees to sign a reaffirmation agreement to reaffirm the debt herein.

3.7 Remedies

Upon the occurrence of any event of default, the entire liability hereunder shall be immediately due and payable without demand or notice, and DePerno Law may take one or more of the following actions not contrary to law: (a) foreclose its mortgage or lien by legal proceedings and collect its actual attorney fees as awarded by the Court; (b) sell, grant, and convey the Client property, or cause the property to be sold, granted, and conveyed at law, pursuant to the statute in such case made and provided and out of the proceeds of such sale to retain the sums due under this Engagement Agreement, mortgage, or lien, and all costs and charges of the sale (including, without limitation, the attorney fees provided by statute), rendering the surplus moneys, if any, to DePerno Law or as otherwise provided by law, and in the event of a public sale and unless otherwise prohibited by law, the property may be sold as one or more parcels, DePerno Law may sell the property for cash and/or secured credit, and DePerno Law may give a warranty deed to the purchaser binding upon the Client and all claiming under the Client; (c) as to any equipment, exercise any of the rights and remedies of a creditor under the Uniform Commercial Code, or other law, and any Court Rule; (d) enter upon the property and take other actions as DePerno Law deems appropriate to perform DePerno Law's obligations under this Engagement Agreement, mortgage, or lien, to inspect, repair, protect, or preserve the property; (e) exercise any and all rights granted to DePerno Law herein; and/or (f) take any other action allowed by law. Any failure to exercise any of these stated options shall not constitute a waiver of the right to exercise the same at a future date. DePerno Law, at its option, may extend the time for any payment due hereunder; which shall not relieve the Client from any liability hereunder.

4. SUSPENSION OR TERMINATION

4.1 Suspension or Termination of Engagement Agreement by DePerno Law

DePerno Law reserves the right to automatically and immediately suspend services or discontinue services, withdraw as your counsel, and terminate this Engagement Agreement if (a) you fail or refuse to make any payment or installment required by this Engagement Agreement; (b) it appears to DePerno Law at any time that there are insufficient funds from which to pay the fees and costs, or it appears for any reasons that the fees

and costs will not be paid; (c) you persist in a course of action DePerno Law reasonably believes is criminal or fraudulent; (d) DePerno Law reasonably believes you have used its services to perpetrate a crime or fraud; (e) you persist upon pursuing an objective DePerno Law considers repugnant or imprudent; (f) you fail substantially to fulfill an obligation regarding DePerno Law's services to you, such as timely deposit or payment of fees; (g) DePerno Law's representation to you will result in an unreasonable financial burden on DePerno Law or has been rendered unreasonably difficult by you; or (h) other good cause exists for withdrawal. In the event DePerno Law suspends services or discontinues services for the reasons set forth above, you agree to hold DePerno Law harmless for any losses or damages you incur as a result of such suspension or discontinuance and termination.

You further agree that you will not be entitled to any refund of fees previously paid, and that DePerno Law will have no further obligation to you. In the event of this Engagement Agreement is based on a contingency fee arrangement and this Engagement Agreement is terminated for any of the reasons set forth herein, then you agree that this Engagement Agreement shall be converted to an "hourly rate" agreement at \$300 per hour and that you shall be billed for all of the time devoted to this matter by DePerno Law. You acknowledge that DePerno Law has accepted this case based on your representations as to the facts you provided. You acknowledge that your failure to provide accurate or truthful facts shall constitute a fraud on DePerno Law.

4.2 Suspension or Termination of Engagement Agreement by Client

You reserve the right to discontinue services and terminate this Engagement Agreement at any time, provided you provide DePerno Law written notice of such discontinuance and termination. In the event you discontinue services for any reason, you agree to hold DePerno Law harmless for any losses or damages you incur as a result of such discontinuance or termination. You further understand and agree that you will not be entitled to any refund of fees previously paid, and that DePerno Law will have no further obligation to you. You further understand and agree that DePerno Law has to the right to collect its fees for all services rendered up to the date of your written discontinuance and termination. Should you desire to restart your case after discontinuance or termination; a new, separate written agreement must be signed.

4.3 Client Files

Once our engagement ends, we will return the original file materials provided by you upon your request. You agree that we may retain copies of the file materials. You

also agree that any materials left with us after the engagement ends may be retained or destroyed at our discretion.

4.4 DePerno Law Files

DePerno Law's files pertaining to our engagement and your case(s) will be retained by DePerno Law (as opposed to being sent to you) or destroyed. These files include, for example, DePerno Law administrative records, time and expense reports, credit and accounting records, and internal lawyers' work product (such as drafts, notes, internal memoranda, legal research, and factual research, including investigative reports prepared by or for the internal use of lawyers). Any documents that are retained by DePerno Law may be transferred to the person responsible for administering our records retention program. For various reasons, we reserve the right to destroy or otherwise dispose of any documents or other materials retained by us within a reasonable time after the termination of the engagement.

5. PRIVACY POLICY

5.1 Privacy Policy

DePerno Law is required by law and Federal Trade Commission Regulations to inform certain clients of our policies regarding privacy of client information. Our firm has the highest respect for client confidentiality. In addition, we are bound by professional standards of confidentiality that are even more stringent than those required by law. As such, you can rest assured that we will continue to honor our practice of maintaining confidentiality.

5.2 Types of Nonpublic Personal Information We Collect

We collect nonpublic personal information about you that is provided to us by you or obtained by us with your authorization.

5.3 Parties to Whom We Disclose Information

For current and former clients, we do not disclose any nonpublic personal information obtained in the course of our practice, except as required or permitted by law. In a generic sense, any information a client provides us is likely to be considered nonpublic personal information and receives confidential treatment. Permitted disclosures include, for instance, providing information to our employees, and in limited situations, to unrelated third parties who need to know that information to assist us in providing services. In all such situations, we stress the confidential nature of information being shared.

5.4 Protecting the Confidentiality and Security of Current and Former Clients Information

We retain records relating to services that we provide so that we are better able to assist you with your needs and, in some cases, to comply with guidelines of our profession. In order to safeguard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with the rules of professional conduct applicable to us.

6. DRAFTING

You understand and acknowledge that this Engagement Agreement has been prepared by DePerno Law and establishes the rights of DePerno Law and you as a client. Due to any potential conflict of interest in drafting this Engagement Agreement, DePerno Law hereby advises you that you have the right and opportunity to have this Engagement Agreement reviewed and revised by independent legal counsel of your choice. By signing this Engagement Agreement, you acknowledge that (a) you have had this Engagement Agreement reviewed by separate legal counsel and agree with the terms of this Engagement Agreement or you have chosen not to seek separate legal counsel; (b) you agree to waive any conflict of interest which may result by DePerno Law drafting this Engagement Agreement; and (c) none of the provisions of this Engagement Agreement shall be interpreted or construed against DePerno Law solely by virtue of the fact that any provision shall have been drafted by DePerno Law.

7. OPINIONS and ADVICE

7.1 Opinions to Others

You acknowledge that DePerno Law's opinions and advice will be based on your representations and warranties that the facts on which the opinion is based are true, complete, and accurate, and that such representations and warranties do not omit any facts necessary to make such representations and warranties not misleading. You acknowledge and agree that we undertake no duty to investigate such representations and warranties, or verify any matters that you represent and warrant to us as true, complete, and accurate.

7.2 Securities Law Advice

Unless specifically requested and agreed by DePerno Law, we will not provide any advice with respect to securities laws of the United States or other jurisdictions or any related rules or regulations and we will not provide any advice as to whether any information, statement, opinion, or other writing is required to be filed with, incorporated into, submitted to, or furnished to the United States Securities and Exchange Commission or any state securities regulators. You will not, without our prior written consent, include documents or information

we provide to you in any filings with federal or state securities regulators, including the SEC.

7.3 Tax Advice

Unless specifically requested and agreed by us in writing, we will not provide any advice that is intended or written to be used, and without such specific request and agreement by us, it cannot be used, for the purpose of (a) avoiding tax penalties that may be imposed on you by any local, state, or federal government; or (b) promoting, marketing, or recommending to another party any tax-related matters addressed by us.

8. MISCELLANEOUS

8.1 Notices

All notices, demands and requests required or permitted to be given in this Engagement Agreement shall be in writing and shall be deemed given (a) when personally delivered to the party to be given such notice or other communication, (b) on the business day that such notice or other communication is sent by e-mail or facsimile or similar electronic device, fully prepaid, which facsimile or similar electronic communication shall promptly be confirmed by written notice, (c) on the third business day following the date of deposit in the United States mail if such notice or other communication is sent by certified or registered air mail with return receipt requested and postage thereon fully prepaid, or (d) on the business day following the day such notice or other communication is sent by reputable overnight courier, to the addresses first written above, or such other address as designated by either party in writing after the date of this Engagement Agreement.

8.2 Representations and Guarantees.

You specifically agree that DePerno Law has not made oral or written representations or guarantees concerning the outcome of this matter, in whole or in part, and in fact, cannot provide an estimate of the final bill or guarantee certain results or objectives.

8.3 Bankruptcy

In the event you intend to file bankruptcy at any time after the date of this Engagement Agreement, you shall provide written notice to DePerno Law at least sixty (60) days prior to filing bankruptcy and you shall provide DePerno Law with your Statement of Compliance with Credit Counseling as soon as it is issued. You further agree to sign and have notarized a valid reaffirmation agreement which shall state that you reaffirm the then current balance due to DePerno Law. This reaffirmation agreement shall be provided to DePerno Law at least thirty (30) days prior to filing bankruptcy.

8.4 Further Assurances

At any time or from time to time after the date of this Engagement Agreement, you agree, at the request of DePerno Law, to sign and deliver any further instruments or documents and take all such further action as DePerno Law may reasonably request to evidence the agreement contemplated hereby, including signing any mortgage, promissory note, security agreement, or reaffirmation agreement to secure payment of the fees due under this Engagement Agreement.

8.5 Entire Agreement, Amendments, Assignment, and Benefits.

This Engagement Agreement is the entire agreement between the parties with respect to the transactions contemplated hereby and the matters set forth herein, and no prior or contemporaneous agreements, understandings, representations, or statements (oral or written) shall bind the parties. No change, modification, supplement, or addition to any part of this Engagement Agreement, including this paragraph, shall be binding on either party unless it is in writing and signed by both parties. Neither party may transfer, assign, or otherwise convey its rights or obligations under this Engagement Agreement without the written consent of the other party, and any attempt to transfer, assign, or otherwise convey any rights or obligations in violation of this paragraph shall be void. This Engagement Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors, assigns, heirs and legal representatives. Neither this Engagement Agreement nor any provisions hereof are intended to, or shall, create any rights in or confer any benefits to any person other than the parties hereto.

8.6 Governing Law and Choice of Forum.

This Engagement Agreement shall be deemed to be signed and agreed to in the state of Michigan and shall be construed and interpreted under and in accordance with laws of the State of Michigan. Any and all actions concerning any dispute arising under this Engagement Agreement shall be filed and maintained only in a state or federal court sitting in the State of Michigan. Venue shall be in Kalamazoo County, Michigan for any action brought with regard to this Engagement Agreement.

8.7 Waiver and Severability.

The waiver by either party of a violation of any provision of this Engagement Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions hereof. If any provision of this Engagement Agreement, or the application thereof shall, to any extent, be invalid or unenforceable, the remainder of this Engagement Agreement, or the application of such provision to persons or circumstances, other than

those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Engagement Agreement shall be valid and enforceable to the fullest extent permitted by law.

8.8 Headings and Terms

Headings, in this Engagement Agreement, are provided solely for the convenience of the parties and shall not be used to interpret or construe its provisions. Nouns and pronouns will be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the person or persons, firm or corporation may in the context require.

8.9 Counterparts and Signatures

This Engagement Agreement may be executed and delivered in any number of counterparts, all of which when executed and delivered shall have the force and effect of an original. A telecopied or e-mailed signature of a party shall stand as the original. Failure or refusal to sign by one party does not negate the effect of this Engagement Agreement for the other signing parties.

8.10 Authority

The parties executing this Engagement Agreement represent that they are duly authorized to execute this Engagement Agreement on behalf of themselves and/or their respective companies with the authority of its board of directors or similar governing body of any corporation, company, partnership, or joint venture as the company officer or members and individually, jointly and severally.

8.11 Keeping Your Contact Information Current

You must keep DePerno Law informed as to your mailing address, physical address (if different), and phone numbers (also email address if that is used). You will keep this information accurate and up to date, because of our need to be able to contact you with respect to the subject of the representation and aspects of our relationship with you – as described above. We will rely upon the last contact information you provide to us. You agree that we can do so with respect to any need we may have to communicate with you (during the existence of our relationship or after conclusion of our relationship) relating in any way to our representation of you, including in connection with commencing collection efforts described herein.